

Thai Binh Nguyen



27 May 2025

Mr Thai Binh Nguyen  
Federation University Australia Northways Road  
Churchill 3842 Australia

Dear Mr Nguyen

## **OFFER OF EMPLOYMENT**

Welcome to UNSW (the University of New South Wales), Australia's global university. We are excited to have you join a vibrant and diverse community of students and employees from around the world.

As one of Australia's leading research and teaching universities, we are delighted to offer you employment with us at the University of New South Wales (ABN 57 195 873 179) (**University / UNSW**).

### **Contract of employment**

Your contract of employment comprises the following Individual Terms and Standard Terms (**Contract**).

### **Enterprise Agreement**

Your employment conditions are covered by *The University of New South Wales (Academic Staff) Enterprise Agreement 2023* as varied or replaced from time to time (**Enterprise Agreement**). A copy of the Enterprise Agreement can be obtained [here](#) or from the Fair Work Commission [website](#).

The terms of the Enterprise Agreement separately apply to you, and do not form part of and are not incorporated into, your Contract.

### **Conditions on offer of employment**

This offer is conditional upon:

- satisfactory verification by the University of any qualifications required in your position and represented in your application;
- you having, and maintaining, a lawful right to undertake paid employment in Australia; and
- completion by the University (or an organisation on its behalf) of background and medical checks as required by the University or by law to the satisfaction of the University.

*Thai Binh Nguyen*

These conditions are fundamental terms of your employment. If these conditions are not satisfied, this offer will lapse and/or this Contract will end without any liability to the University for any payment or compensation to you.

### **Next steps**

This offer of employment is valid for 7 calendar days from the date of this letter.

If you wish to accept this offer, please confirm that you have read, and you agree to the terms of this offer and attached Contract by:

- Marking the box next to 'I have read and agreed to the terms of the offer' and
- Clicking on 'I accept', in the candidate portal. Clicking 'I accept' is considered formal acceptance of this Contract.

### **Fair Work Information Statement**

I also provide a Fair Work Information Statement that sets out basic information on matters that will affect your employment and is available [here](#). We are required to provide this to you by law and it does not form part of your Contract.

### **Fixed Term Contract Information Statement**

I also provide a Fixed Term Contract Information Statement that sets out basic information on matters that will affect your employment and is available [here](#). We are required to provide this to you by law and it does not form part of your Contract.

We look forward to your appointment and wish you every success in this role.

Yours sincerely  
*Shiree Thomas*

for **Gemma Martin**  
**Chief People Officer**

Electronically signed for and on behalf of the  
University by its authorised signatory

### INDIVIDUAL TERMS

Position	Research Associate This is a research-only academic position.
Supervisor	Professor, School of Engineering & Technology Currently held by Professor Matthew Garratt.
Employment Type	<p>You will be employed on a fixed term full time basis.</p> <p>Your Fixed Term employment is offered in the following circumstances:</p> <p>to work on a specific task or project to perform a definable work activity that has a starting time and is expected to be completed within an anticipated timeframe</p> <p>to perform work that is externally funded where the funds are neither sourced from the Higher Education Support Act nor from fees paid on behalf of or by students</p> <p>to work in a research only role.</p> <p>The Position involves the performance of work that is wholly funded by the Defence Trailblazer for Concept to Sovereign Capability partnership pursuant to the Trailblazer Universities research grant Number DT_S2_RASAI_008 on Autonomous Adaptive Swarm Intelligence in Unmanned Aerial Systems dated 26 Feb 2025. The Position will contribute towards demonstration of a decentralized framework for the coordination of swarms of small Uncrewed Aerial Systems (UAS).</p>
Employment Basis	You will be employed on full-time basis based on a nominal week of 35 hours
Commencement Date	1 July 2025 (or as otherwise agreed between you and the University in writing)
Term	Your employment is for a period of <b>18 months from the Commencement Date</b> and will cease on <b>31 December 2026</b> .
Work Location	UNSW Canberra
Annual Base Salary (Full-time equivalent)	\$110,059 per annum (less applicable taxation).
Superannuation	The University will make superannuation contributions in accordance with the Enterprise Agreement.

Salary Classification/Level	You will be employed under the classification of Academic Staff, Level A Step 6.
Probation Period	A period of 12 months from the Commencement Date.
Termination	<p>You may terminate your employment by giving one month of written notice.</p> <p>Your employment will end on the expiry of the Term. If required by the Enterprise Agreement, the University will provide notice of the termination of your employment before the expiry of the Term. Your employment may be terminated during the Term during the Probation Period, for cause based on unsatisfactory performance, due to ill health or redundancy or as otherwise set out in the Enterprise Agreement. The notice period will be the minimum provided for in the Enterprise Agreement or if not specified, as required by legislation.</p> <p>You acknowledge that:</p> <ul style="list-style-type: none"><li>▪ you have no expectation of ongoing employment with the University beyond the Term of this Contract; and</li><li>▪ unless your employment terminated earlier in accordance with this Contract, it is intended your employment will end on the expiry of the Term of this Contract and any decision to offer you further employment is separate and distinct from this Contract.</li></ul>

## STANDARD TERMS

### 1. Position and Employment Arrangements

You are employed in the **Position** (or such other position as reasonably directed) in the **Employment Type** on the **Employment Basis**.

Your employment will commence on the **Commencement Date** and continue for the **Term**.

You will report to the **Supervisor**, unless otherwise directed.

You will perform work at the **Work Location**, albeit noting that the University may require you to work at other locations. The University may also require you to travel, including interstate or overseas, to perform your duties.

### 2. Duties & responsibilities

Your primary duties include all duties reasonably associated with your Position, including those in the Enterprise Agreement. You may be required to perform other duties which are within your skills and abilities on a temporary or permanent basis.

You must:

- perform your duties faithfully and diligently;
- comply with all lawful and reasonable directions given to you by the University;
- devote your time, attention and skill to the performance of your duties, during business hours and at other times as reasonably necessary;
- conduct yourself in accordance with the values and standards of the University;
- promptly report to the University information that may impact on your capacity to perform your position, or any matters that are inconsistent with these responsibilities;
- comply with all statutory obligations binding on the University;
- obtain and maintain any licence or professional qualification required for the Position;
- not act, or not be seen to be acting, in conflict with the best interests of the University; and
- use your best endeavours to promote and enhance the interests of the University.

Unless otherwise agreed in writing, the terms set out in this Contract will continue to govern your employment in any period of engagement with the University despite any changes to your duties, responsibilities, remuneration, or employment location.

### 3. Probation period

If your employment is subject to a **Probation Period**, during the Probation Period, either you or the University may terminate the employment by providing one week's notice in writing or the University may elect to make a payment in lieu of notice. This clause does not prevent the University for terminating the employment summarily for serious misconduct.

#### 4. Pay and Related Matters

Your **Annual Base Salary**, less applicable tax, will be paid fortnightly by electronic funds transfer to your nominated bank account.

You may be entitled to other amounts as specified in your Individual Terms.

The University will reimburse you for any expenses that you reasonably incur in the performance of your duties (subject to your providing a tax invoice and other evidence as required by the University in accordance with its policy and procedure for expenses).

The University will make **Superannuation** contributions in accordance with the arrangements in the Enterprise Agreement or as otherwise required by law.

You may elect to enter into a salary sacrificing agreement, or where applicable an equalisation of full annual salary agreement, with the University in accordance with the arrangements in the Enterprise Agreement.

You agree that any remuneration or benefit received from the University which exceeds an entitlement under legislation, the Enterprise Agreement or otherwise can be set off against, applied to or absorbed in any claim for payment of another entitlement under legislation, the Enterprise Agreement or otherwise, including for hours worked, overtime, penalties, allowances and annual leave loading. Where, in any given pay period, amounts paid to you exceed the total amounts payable to you under legislation, the Enterprise Agreement or otherwise, the excess amount will be considered:

- (a) an advance payment which may be applied in satisfaction of any entitlement of any kind which arises at a future time under legislation, the Enterprise Agreement or otherwise; and
- (b) if payments are owing to you in respect of past pay periods under legislation, the Enterprise Agreement or otherwise, the excess amount will be applied in satisfaction of those obligations.

#### 5. Policies

The University has various policies which apply to your employment, including:

- [Code of Conduct and Values](#)
- [Complaint Management and Investigations Policy and Procedure](#)
- [Conflict of Interest Disclosure and Management Policy](#)
- [Finance Policy](#)
- [Health and Safety Policy](#)
- [Equity, Diversity and Inclusion Policy](#)
- [Bullying and Harassment in the Workplace Prevention and Management Policy](#)
- [Sexual Misconduct Prevention and Response Policy](#)
- [Public Interest Disclosure \(Whistleblowing\) Policy and Procedure](#)
- [Acceptable Use of UNSW Information Resources Policy](#)

You must treat the University's policies as lawful and reasonable directions of the University and so where they place obligations on you, you must comply with them. The University's policies do not form part of, and are not incorporated into, your employment contract.

## 6. Leave

Your entitlements to leave – including annual leave, personal leave, compassionate leave, long service leave, parental leave, family and domestic violence leave and special leave – are provided under applicable legislation unless the Enterprise Agreement operates and provides a more beneficial entitlement.

The University may also direct you to take leave as set out in the Enterprise Agreement.

## 7. Termination and Suspension

Your employment may be terminated in accordance with the **Termination** provisions in the Individual Terms.

The University may pay you in lieu of all or part of your notice period (whether you have given notice or the University has given notice).

Without limiting the University's rights, the University may, at any time during your employment or notice period, require you to:

- not attend the work premises or undertake any work other than as directed by the University, but to remain available during business hours to respond to queries and directions (gardening leave); and/or
- perform duties which are different to those which you are normally required to perform; and/or
- not have any dealings or communication with colleagues or work associates or students; and/or
- return, or cease using, any property belonging to the University (including not to access any computer or IT system of the University).

### Summary termination

Your employment may be terminated immediately without notice at any time if, in the opinion of the University, you:

- commit any act of serious misconduct (as defined in the *Fair Work Regulations 2009* (Cth) and/or the Enterprise Agreement from time to time);
- materially breach any of the terms of this Contract;
- fail to perform or are neglectful of your duties under this Contract;
- fail to maintain fundamental or essential terms of your employment;
- engage in any act or omission constituting serious misconduct or otherwise justifying summary dismissal at common law;
- fail or refuse to comply with any lawful direction given by the University, including a direction under this clause 7 to perform no or alternate duties or not do certain things during the notice period; or
- commit any act (whether in the course of your employment or not) which in the reasonable opinion of the University brings you into disrepute or may cause serious damage to the reputation of the University, or otherwise affect adversely the interests of the University.

### **Return of University property**

You must return all the University property on or before the date your employment terminates (**termination date**), including electronic and hard copy documents, security pass and keys, and any electronic devices.

### **Deductions**

To the extent permitted by law and the Enterprise Agreement, any outstanding advances, overpayments made by the University to you, or any other payments owed by you to the University will be deducted from or offset against any payments to be made to you by the University on termination.

You acknowledge and agree that the deduction of monies owing is reasonable and, in your interests, as without this right the advance would not be made to you and it is administratively easier for you and the University. If the amounts owed by you to the University on termination exceed the amounts to be paid to you, you agree to repay such amounts to the University within 14 days after your termination date.

## **8. Confidential information**

"Confidential Information" means information about the University, including but not limited to its business, clients and customers, employees, students, financial and commercial information, pricing, contracting terms, business plans, know-how, concepts and processes which you become aware of, or is generated by you, during the course of your employment with the University, including information relating to any of the University's related bodies corporate or the University Council. "Confidential Information" does not extend to information in the public domain lawfully and not in breach of this Contract.

You must not at any time either during your employment with the University or after your employment terminates, use or disclose Confidential Information, except:

- in the proper performance of your duties;
- with the University's prior written consent; or
- as required by law.

If you are uncertain as to whether certain information is Confidential Information, you are required to treat that as Confidential Information until you are informed otherwise by the University. You will also maintain proper and secure custody of all the Confidential Information and use your best endeavours to prevent the use or disclosure of any Confidential Information to third parties.

You are required to immediately notify the University of any suspected or actual unauthorised use, copying or disclosure of Confidential Information, and provide assistance, when requested by the University, in relation to any proceedings the University may take against any person for unauthorised use, copying or disclosure of Confidential Information.

Your obligations regarding the University Confidential Information continue to apply after your employment terminates.

## **9. Disclosure of Interests**

You are required to submit a disclosure of interests via myUNSW within 14 days of your commencement at UNSW. You will also be required to complete a disclosure on an annual basis. You are required to complete a disclosure even if there is nothing to

disclose. If your circumstances change, or if a new actual, potential or perceived conflict of interest arises, you are required to submit a new disclosure of interests.

During your employment with the University, unless you obtain the University's prior written consent (in accordance with applicable policy), you must not be employed or engaged in any business which competes with the University, or which gives rise to a conflict of interest with your duties to the University.

## 10. Intellectual property

**Intellectual Property** means any subject matter, whether tangible or intangible, that attracts, or is susceptible to protection by, Intellectual Property Rights.

**Intellectual Property Rights** means all intellectual property rights (whether registered, unregistered, or registrable), including without limitation:

- (a) patent, design, trade mark, circuit layout, semiconductor, or plant breeder rights, know-how, ideas, concepts, discoveries, data, databases, secret processes, formulae, scientific and technical information, business names, company names, domain name, copyright, the right to have confidential information kept confidential, and any other proprietary rights, licences or personal rights arising from intellectual activity in the business, industrial, scientific or artistic fields; and
- (b) any application or right to apply for registration of any of those rights.

**Moral Rights** means the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, which rights are created by the Copyright Act 1968, and any other moral right capable of protection under the laws of any applicable jurisdiction.

You hereby:

- (a) assign to the University all right, title, interest and Intellectual Property Rights in all Intellectual Property created or developed by you, whether alone or in conjunction with someone else, in the course of or arising out of your employment, and whether during or outside working hours:
  - (i) using the University's premises, facilities, equipment, data or other resources;
  - (ii) in the course of, as a consequence of or in relation to the performance of your duties; or
  - (iii) directly or indirectly because of your or anybody else's access to the University's confidential information or Intellectual Property Rights;
- (b) agree that full right, title and interest in the Intellectual Property created by you in accordance with clause (a) above will vest in the University immediately on creation; and
- (c) acknowledge that by virtue of this clause, to the extent permitted by law, all such future Intellectual Property Rights created or developed by you will vest in the University on creation.

You agree that you:

- (a) will immediately disclose in writing to the University any Intellectual Property Rights that you create, make or conceive during the course of performing your duties;
- (b) must not make use of or reproduce any Intellectual Property Rights owned by the University without the University's written approval, other than in the ordinary course of your employment; and
- (c) must sign all documents and do all things reasonably requested by the University to enable the University or its nominee to secure further the assigned Intellectual Property Rights, and irrevocably appoint the University to be your attorney to do in your name on your behalf any of the things you are required to do under this clause.

You further acknowledge and agree that:

- (a) you may have Moral Rights in works which you have created or may in the future create in the course of or arising out of your employment (**Works**);
- (b) you consent to all or any acts or omissions by the University, in relation to the Works (save and except for any Moral Rights in scholastic work, publications, or articles prepared by you for educational or research purposes), which have already occurred or may occur in the future, which may infringe your Moral Rights in any of the Works, and acknowledge that such consent extends to the University's successors in title, licensees of the copyright in the Works and other persons authorised by the University to do acts comprised in the copyright in the Works; and
- (c) your obligations under this intellectual property clause continue after the employment.

Further details relating to the ownership and use of Intellectual Property are contained in the University's Intellectual Property Policy, a copy of which is presently available at <https://www.unsw.edu.au/content/dam/pdfs/governance/policy/2022-01-policies/ippolicy.pdf>. To the extent of any inconsistency between the Intellectual Property Policy and this Contract, the terms of this Contract prevail.

## 11. Workplace surveillance and personal information

Workplace surveillance is conducted in accordance with the University's policy.

The University monitors the use of its information technology systems, including internet and email use, and use of computers and personal devices (including access to its systems from your own devices), on an ongoing basis. The University may at any time monitor and record any communication or information sent, received, created or stored by you in or through its systems. The University may block access to internet sites or prevent messages from entering its systems.

The University conducts ongoing camera surveillance in internal and external locations at its workplaces.

You agree that any personal information you provide may be collected, used, and disclosed by the University in accordance with the University's Privacy Policy.

## 12. Visa checks

If you are not an Australian citizen, you consent to and allow the University, due to our legal obligations, to check your visa status and the visa conditions at any time during the course of your employment with and at the University. This checking process involves the University, or its authorised third party, providing your personal details, including your name, date of birth, passport number and country of passport, to the Department of Home Affairs.

## 13. General

This Contract is governed by the laws of New South Wales. Other than any written relocation or visa agreement that you have entered into with the University, the terms of this Contract constitute the entire agreement between the parties and supersede all prior discussions, negotiations or earlier agreements regarding your employment.

*Thai Binh Nguyen*

You acknowledge that you:

- have not relied on any representations about your employment made by or on behalf of the University other than the matters expressly set out in this Contract; and
- have had the opportunity to obtain legal advice in relation to the terms of this Contract.

Where this Contract specifies or lists anything after the words 'includes', 'including', or 'for example', this does not limit what else is included.

This Contract can only be varied by written agreement between you and the University. Only the Chief Human Resources Officer (or their nominee) is authorised to agree on behalf of the University.

You acknowledge that you have been given the opportunity to obtain independent legal advice in relation to the effect and operation of this Contract.